



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

REVISED

April 8, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: UNITED ROCK PRODUCTS
SOLID WASTE MANAGEMENT FEE AGREEMENT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE BOARD OF THE
COUNTY OF LOS ANGELES AND THE GOVERNING BODY OF THE
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Approve the agreement between United Rock Products Corporation, the County of Los Angeles, and the Los Angeles County Flood Control District, providing for the payment by United Rock Products Corporation of \$350,000 in cash and 110,000 cubic yards of sediment disposal capacity in lieu of unpaid solid waste management fees and associated penalties.
2. Authorize the Los Angeles County Flood Control District to reimburse the Solid Waste Management Fund at the rate of \$1.38 for every cubic yard of sediment disposed and pay the applicable Solid Waste Management Fee on behalf of United Rock Products Corporation in accordance with this agreement, payable on a monthly basis.
3. Authorize the Chair to execute the agreement.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROŠLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to approve an agreement between the County of Los Angeles (County), the Los Angeles County Flood Control District (District), and United Rock Products Corporation (United Rock) for payment of delinquent solid waste management fees and penalties. United Rock operated an inert waste landfill facility. Pursuant to Chapter 20.88 of the Los Angeles County Code, all persons or operators who receive, collect, convey, and haul solid waste in the County of Los Angeles are subject to a solid waste management fee of \$0.86 per ton or \$0.52 per cubic yard. The County found that prior to and until December 10, 2004, United Rock underreported the amount of solid waste received at its facility, resulting in gross underpayment to the County of approximately \$374,669 in required solid waste management fees for the period of May 2002 through December 2004. The recommended agreement provides a mechanism for the County to recover unpaid solid waste management fees and penalties.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Organizational Effectiveness (Goal 3) and Fiscal Responsibility (Goal 4). The recovered fees and penalties provide funds to continue to develop and implement waste reduction programs Countywide. Additionally, this action secures needed sediment disposal capacity for the District to assure continued flood protection for the citizens of the County.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The recommended action provides a mechanism for the County to recover unpaid solid waste management fees and associated penalties owed by United Rock

United Rock underpaid the County \$374,669 in solid waste management fees which incurred an additional \$478,738 in penalties. The total amount of fees and penalties that United Rock was obligated to pay the County was \$853,407.

The settlement agreement proposes that United Rock pay the Solid Waste Management Fund (SWMF) \$350,000. The balance of the payment owed to the County will be partially paid by the provision of 110,000 cubic yards of sediment disposal capacity to the Flood Control District over a seven-year period. The Flood Control District will pay \$1.38 per cubic yard to the SWMF for the 110,000 cubic yards of sediment disposal capacity, the equivalent of \$151,800. The United Rock and Flood Control District payments to the SWMF total \$501,800.

Although there is a remaining obligation of \$351,607, the Flood Control District benefits from purchasing the sediment disposal capacity at a reduced rate of \$1.38 per cubic yard rather than the market value of \$8.00 to \$10.00 or more per cubic yard. The cost savings to the District is estimated to exceed \$700,000.

Sufficient funds are allocated in the Fiscal Year 2007-08 Flood Fund to cover these costs. Funds to finance future year costs will be requested through Public Works' annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

United Rock previously operated an inert waste landfill located at 1270 Arrow Highway, in the City of Irwindale, California. As part of its operation, this site received waste materials such as soil, rock, and inert debris, which are deposited to facilitate the reclamation process at the site. Pursuant to the Solid Waste Management Fee Ordinance (County Code Chapter 20.88), the site is subject to a solid waste management fee of \$0.86 per ton or \$0.52 per cubic yard.

In 2004 Public Works discovered that United Rock was operating as an inert waste landfill and notified United Rock of its responsibility to pay the solid waste management fee pursuant to the requirements of Chapter 20.88. Subsequently, in 2005 Public Works conducted an audit of the site. The audit found that United Rock owed \$374,669 in fees and no less than \$478,738 in penalties. Thereafter, United Rock agreed to participate in discussions which resulted in the recommended action.

Under the terms of the recommended agreement, United Rock will pay the Solid Waste Management Fund \$350,000 in cash and provide the District 110,000 cubic yards of sediment disposal capacity at one of its facilities. In turn, the District will deposit into the Solid Waste Management Fund, on a monthly basis, \$1.38 for every cubic yard of sediment capacity utilized and pay the applicable Solid Waste Management Fee (currently \$0.52 per cubic yard) on behalf of United Rock. This arrangement will provide the District with much needed sediment disposal capacity and will provide the Solid Waste Management Fund and District the full value of the unpaid fees and much of the accumulated penalties.

United Rock's agreement to pay fees and penalties through a combination of a cash payment and sediment disposal capacity will enable the County and District to collect the full value of the unpaid fees and much of the accumulated penalties and provide the District with much needed sediment disposal capacity. Therefore, we believe the recommended actions are in the best interest of the County and District. County Counsel concurs with this recommendation.

The Honorable Board of Supervisors
April 8, 2008
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If approved by your Board, the attached agreement would be executed by the Chair on behalf of the County and the District.

The attached agreement has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

Approval of the recommended actions is not subject to the California Environmental Quality Act because it can be seen with certainty that there is no possibility that the approval may have a significant effect on the environment in accordance with California Environmental Quality Act Guidelines Section 15061(b)(3).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services.

CONCLUSION

Please return two adopted copies of this letter along with two signed originals of the agreement to the Department of Public Works, Environmental Programs Division.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTJ:DDE
FMR:cw

Attachment

c: County Counsel
Public Works (Fiscal, Flood Maintenance, Water Resources)

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into as of January 15, 2008, by and among United Rock Products Corporation ("United"), the County of Los Angeles ("County"), and the Los Angeles County Flood Control District ("District"). Collectively, United, the County, and the District will be referred to as the "Parties". This Agreement is made with reference to the following recitals:

RECITALS

A. United previously operated a disposal site located at 1270 Arrow Highway, in Irwindale, California, within the County of Los Angeles ("the Property"), and administered from an office located at 1245 East Arrow Highway in Irwindale, California. The Property received inert waste materials, such as soil, rock and inert debris, that were deposited to facilitate on-site reclamation activities.

B. The County contends that such inert waste materials fall within the definition of "solid waste" specified in Los Angeles County Code ("LACC") Section 20.88.020. The County has imposed a fee pursuant to LACC Chapter 20.88 ("Solid Waste Management Fee" or "Fee") on persons or operators who receive, collect, convey and haul solid waste in the County of Los Angeles.

C. Prior to June 1, 2003, the Solid Waste Management Fee was calculated in one of three ways: \$0.86 per ton of solid waste, \$0.52 per cubic yard of solid waste, or, where tonnage or volume of solid waste was not measured, ten percent (10%) of the gross receipts for solid waste received. As of June 1, 2003, LACC chapter 20.88 was amended, deleting the alternative method of calculating the Fee as ten percent (10%) of gross receipts.

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D. To date, United has not paid the Solid Waste Management Fee for the Property as it has asserted that the Fee did not apply to its operations within the County of Los Angeles. The County has issued invoices to United for the collection of the Fee beginning with March 2004. Representatives from United and the County have met on various occasions and attempted to resolve their differences in connection with the Fee.

E. The County has also audited the amount of inert waste materials accepted by United at the Property and has considered issuing enforcement orders to United pursuant to LACC Section 20.88.070 for failing to report and pay Solid Waste Management Fees required for the period from May 1, 2002, to and including December 31, 2004, and for payment of corresponding Solid Waste Management Fees and penalties in an amount not less than \$853,407.00.

F. United denies, and continues to deny, all liability to the County for payment of the Solid Waste Management Fees and penalties described above.

G. The matters contained in recitals A through F above are intended to describe in general terms the background of the events culminating in this Agreement. Nothing contained in the above recitals shall be deemed a term of this Agreement.

AGREEMENT

Accordingly, the Parties incorporate the above recitals by this reference and agree as follows:

1. **Satisfaction of County's Claim for Unpaid Solid Waste Management Fees and Penalties**

United agrees to pay, and the County agrees to accept, the following in full satisfaction of the County's claim for payment of Solid Waste Management Fees and penalties due and owing by United for the Property under LACC Chapter 20.88 for the period

from May 1, 2002, to and including December 31, 2004: (i) Solid Waste Management Fees in the amount of \$ 350,000.00, payable by check as described below; and (ii) Solid Waste Management Fees and penalties in the amount of \$503,407, payable in the form of in-kind services and acceptance of materials as described below. These amounts are acceptable to United and the County for purposes of resolving the present dispute in connection with the County's claim for payment described above.

2. Cash Payment of Solid Waste Management Fees

Within ten (10) business days following execution of this Agreement by all Parties, United shall remit payment to the County's Department of Public Works, Environmental Programs Division, in the amount of \$ 350,000.00 ("Settlement Payment"), representing the liquidated portion of Solid Waste Management Fees owed for the period from May 1, 2002 to, and including, December 31, 2004. The Settlement Payment is a liquidated sum based on the results of a 2005 Los Angeles County Department of Public Works audit of materials accepted at the Property by United for the period from May 1, 2002, to and including December 31, 2004 ("County Audit"). United accepts the findings and results of the County Audit solely for purposes of resolving disputed issues related to the Solid Waste Management Fee. The Settlement Payment, payable by check, is acceptable to the Parties for purposes of resolving disputed issues related to the Solid Waste Management Fee. Failure to make the Settlement Payment within the period specified above will immediately terminate this Agreement.

3. Services in Lieu of Solid Waste Management Fees and Penalties

3.1 In lieu of payment by United to the County for Solid Waste Management Fees and penalties in the amount of \$503,407, which sum represents, based on the

County Audit, (a) a portion of the Solid Waste Management Fees owed for the period from May 1, 2002, to and including December 31, 2004, and (b) penalties owed for the period from May 1, 2002 to and including December 31, 2004, United shall provide the District, free of charge to the District, 110,000 cubic yards of total disposal capacity to place Sediment (defined as sediment from naturally occurring erosion processes) at a designated disposal site as specified in Section 4 below ("Public Works Fill Program"). The Parties accept this grant of 110,000 total cubic yards of total Sediment disposal capacity solely for purposes of resolving all disputed issues related to the Solid Waste Management Fee.

4. Public Works Fill Program

4.1 United currently owns property located at 2931 Avenida Barbosa, Quarry #2, in Irwindale, California ("Designated Disposal Site"), within the County of Los Angeles, which United administers from an office located at 1245 East Arrow Highway in Irwindale, California. United grants the District disposal capacity not to exceed a total of 110,000 cubic yards of Sediment, 10,000 cubic yards in any month, and a total of 20,000 cubic yards per year under the Public Works Fill Program ("Available Capacity"). The Sediment shall be received by United at the Designated Disposal Site or, with the prior written approval of the County's Director of Public Works ("Director") and United, at another site in or adjacent to Irwindale, California.

4.2 The District may begin delivering Sediment under the Public Works Fill Program upon United's payment of the Settlement Payment specified in Section 2 above. The Public Works Fill Program will terminate on January 31, 2015, and any unused disposal capacity in the Public Works Fill Program will be forfeited if not used by the District on or before January 31, 2015.

4.3 United has either already obtained or will obtain, and will maintain, all necessary permits and licenses for the Designated Disposal Site including, but not limited to, land use permit(s), air quality permit(s), and waste discharge requirements permit from applicable governmental or public authorities. All required permits and licenses will be obtained prior to the date the District may begin delivering Sediment under the Public Works Fill Program.

5. Calculation of Future Solid Waste Management Fees.

In order to calculate Solid Waste Management Fees applicable to United from the effective date of this Agreement into the future, the Parties agree that, unless and until the County adopts an ordinance revising either the amount or the method of calculation, or both, of the Solid Waste Management Fee applicable to inert waste materials, the following formula will apply to inert waste materials accepted by United at the Designated Disposal Site: the number of cubic yards ("CY") for each load per truck type as specified below will be multiplied by \$.52 as set forth in LACC Section 20.88.050 to calculate the Fee; therefore, to the extent that United's future operations will be subject to the Fee, United agrees to pay, and the County agrees to accept, a Fee pursuant to LACC Chapter 20.88 calculated by multiplying \$.52 per CY based on the applicable truck type delivering the inert waste materials, as follows:

| | | |
|-------------|---|---------|
| Semi | = | 16.0 CY |
| 10 Wheelers | = | 8.0 CY |
| Bobtail | = | 5.0 CY |
| Flat Bed | = | 3.0 CY |
| Mixer | = | 3.0 CY |
| Pick Up | = | 1.0 CY |

For example only, if United were to receive 100 Bobtail loads, the Solid Waste Management Fee due to the County would be \$260.00 (100 loads x 5.0 CY per load x \$.52 per CY = \$260).

6. Condition of Sediment in Public Works Fill Program

United shall have the absolute right to reject Sediment received at the Designated Disposal Sites by the District under the Public Works Fill Program if the Sediment violates Regional Water Quality Control Board ("RWQCB") requirements or other legal requirements for reclamation materials acceptable for the Designated Disposal Site. The presently applicable RWQCB and other requirements for materials and thresholds for substances requiring sampling analysis are attached in Exhibit "A". To comply with the RWQCB's requirements, the District shall bear the burden of proving the acceptability of the Sediment by collecting and analyzing (for the substances listed in Exhibit "A") samples in accordance with direction from applicable governmental authorities or, if no such direction exists, at least one sample per year (or a reasonable frequency designated by United Rock) at each District facility from which the District brings Sediment to the Designated Disposal Site. The District shall utilize a laboratory certified by the State of California to perform the analyses for the substances listed in Exhibit "A". The results of the sampling shall be submitted to and approved by United prior to United's acceptance of the Sediment. The District may submit the results to United by standard or express mail delivery, hand delivery, facsimile, or electronic mail. United shall inform the District in writing of the acceptability of the Sediment within two (2) working days after receiving the sampling results from the District.

7. Payments To Solid Waste Management Fund.

The District will pay the applicable Solid Waste Management Fee directly to the County on behalf of the operator for all Sediment delivered to the Designated Disposal

Site. United shall have no payment responsibilities in connection with the Solid Waste Management Fee for Sediment delivered to the Designated Disposal Site pursuant to the Public Works Fill Program.

8. United's Failure to Provide In-Kind Services As Agreed

Notwithstanding any other provisions in this Agreement to the contrary, if on any occasion(s) United is unable (as determined by the County in the County's reasonable, good faith discretion) to provide the Available Capacity to the District for Sediment at the Designated Disposal Site at such time as requested by the District, United shall pay to the County's Department of Public Works, Environmental Programs Division, within 30 business days, that pro-rata portion of the amount of \$503,407.00, adjusted as provided below, which represents the pro-rata portion of the Available Capacity that United failed to provide. In the event that this Agreement is triggered, beginning on July 1, 2008, and thereafter on each succeeding July 1, the amount of \$503,407.00 will be adjusted by the average percent change, if any, in the Consumer Price Index (CPI) for all urban consumers in the Los Angeles-Anaheim-Riverside areas, as published by the United States Department of Labor, Bureau of Labor Statistics, during the period commencing April 1 of the previous calendar year to March 31 of the current calendar year, as confirmed by the County's Auditor-Controller and United, and the adjusted amount will be rounded to the nearest dollar.

9. Representations And Warranties.

9.1 The Parties each represent and warrant to the other Parties that they own the claims resolved herein, that none of these claims have been assigned to any other person or entity, and that no other person or entity has any interest with respect to said claims.

9.2 The Parties each represent and warrant to the other Parties that they have the authority to enter into this Agreement, that any person executing this Agreement in a representative capacity is duly authorized to do so, and that each person executing this Agreement in a representative capacity represents, warrants and covenants that he/she is duly authorized to do so pursuant to appropriate bylaw or resolution or other authority. United agrees that the signature of its signatory to this Settlement Agreement shall be notarized.

9.3 United represents and warrants that it is ready, willing and able to comply with the terms of this Agreement and provide the above-described in-kind services.

9.4 The Parties each represent and warrant to the other parties that they have read and understand this Agreement and that this Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any Party hereto. The Parties acknowledge that they have been represented in the negotiations and preparation of this Agreement by counsel of their own choice, and that they have read this Agreement and had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of the legal effect of each and every provision herein.

10. Miscellaneous.

10.1 This Agreement constitutes the entire agreement between and among the parties pertaining to its subject matter and supersedes any and all prior or contemporaneous agreements or understandings, oral or written, between the Parties, if any, relative to its subject matter. Any prior agreements, provisions, negotiations or representations not expressly set forth in this Agreement are of no force or effect whatsoever.

10.2 All modifications, alterations or amendments to this Agreement shall be in writing and signed by the Parties and must specifically refer to this Agreement.

10.3 No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any one waiver constitute a continuing waiver. No waiver shall be effective or binding unless executed in writing by the Party or Parties making such waiver.

10.4 This Agreement shall inure to the benefit of, and shall be binding upon, each of the Parties and any and all of their respective affiliates, successors in interest, predecessors in interest, assignees, lawyers, accountants, partners, officers, directors, agents, shareholders, and employees.

10.5 This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of California without giving effect to the choice of law principles thereof.

10.6 If any provision of this Agreement is held to be illegal or unenforceable by any court or tribunal in a final decision from which no appeal can be taken, such provision shall be deemed modified to eliminate the invalid element, and as so modified, such provision shall be deemed a part of this Agreement as though originally included herein. The enforceability of the remaining provisions of the Agreement shall not be affected by any such modification.

10.7 Counsel for all Parties have participated in the preparation of this Agreement. This Agreement was subject to revision and modification by all Parties, and has been accepted and approved as to the final form by counsel for all Parties. Accordingly, any uncertainty or ambiguity existing in this Agreement shall not be interpreted against any Party as a result of the manner of the preparation of this Agreement.


10.8 The warranties and representations made in this Agreement are deemed to survive the execution of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date set forth above.


UNITED ROCK PRODUCTS CORPORATION

By: 
Its: President

COUNTY OF LOS ANGELES

By: 
Chair, Board of Supervisors

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT

By: 
Chair, Board of Supervisors



ATTEST:
SACHI A. HAMAI
Executive Officer-Clerk of the Board

By: 
Deputy

[continued next page]

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33 : APR 08 2008


SACHI A. HAMAI
EXECUTIVE OFFICER

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

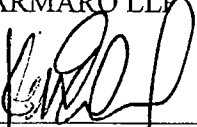
SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By: 
Deputy

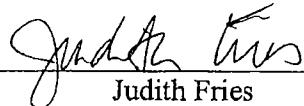
76521

APPROVED AS TO FORM:

JEFFER, MANGELS, BUTLER
& MARMARO LLP

By: 
Kenneth A. Ehrlich
Attorneys for United Rock Products
Corporation

RAYMOND G. FORTNER, JR.
County Counsel

By: 
Judith Fries
Attorneys for County of Los Angeles
and Los Angeles County Flood Control
District

State of California

County of _____

On _____ before me, _____, the _____ of United
Rock Products Corporation, personally appeared _____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person) whose name) is
subscribed to the Settlement Agreement and acknowledged to me that he executed the same in
his authorized capacity, and that by his signature(s) on the instrument the person, or the entity
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

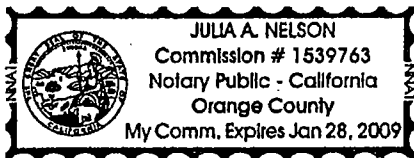
CALIFORNIA JURAT WITH AFFIANT STATEMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE



Subscribed and sworn to (or affirmed) before me on this 15 day of January, 2008, by David Martinez, proved to me on the basis of satisfactory evidence to be the person who appeared before me.



Notary Seal

WITNESS my hand and official seal

Signature

Julia A. Nelson

OPTIONAL

Description of Attached Document

Title or Type of Document: Settlement Agreement

Document Date: January 15, 2008

Number of Pages: 11

Signer(s) Other Than Named Above:

COUNTY OF LOS ANGELES – LOS ANGELES COUNTY FLOOD CONTROL DISTRICT - EXECUTIVE OFFICER (CLERK OF THE BOARD) – ATTORNEY FOR UNITED ROCK PRODUCTS CORPORATION – ATTORNEY FOR THE COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

Capacity(ies) Claimed by Signer(s):

Signer's Name DAVID MARTINEZ

Signer's Name _____

☐ Individual

☐ Individual

☐ Corporate Officer – Title(s)

PRESIDENT

☐ Corporate Officer – Title(s) _____

☐ Partner – Limited/General

☐ Partner – Limited/General _____

☐ Attorney In Fact

Right Thumbprint
of Signer

☐ Attorney In Fact

Right Thumbprint
of Signer

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other

☐ Other

Signer is Representing:

UNITED ROCK PRODUCTS

Exhibit A



California Regional Water Quality Control Board

Los Angeles Region



Terry Tamminen
Secretary for
Environmental
Protection

Over 51 Years Serving Coastal Los Angeles and Ventura Counties
Recipient of the 2001 *Environmental Leadership Award* from Keep California Beautiful

Arnold Schwarzenegger
Governor

320 W. 4th Street, Suite 200, Los Angeles, California 90013
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.swrcb.ca.gov/rwqcb4>

August 11, 2004

Mr. Frank Keohane, General Manager
United Rock Products
1245 Arrow Highway
Irwindale, CA 91706

WASTE DISCHARGE REQUIREMENTS - UNITED ROCK PRODUCTS CORPORATION, PIT NO. 2, IRWINDALE, CALIFORNIA (FILE NO. 04-002)

Dear Mr. Keohane:

Reference is made to our letter of June 15, 2004, which transmitted a copy of tentative waste discharge requirements for the subject site.

Pursuant to Division 7 of the California Water Code, this Regional Board at a public hearing held on August 5, 2004 reviewed the tentative requirements, considered all factors in the case, and adopted Order No. R4-2004-0118 (copy attached) relative to this site. (To save printing and postage costs, the Order and its attachments are sent only to the addressee; however, anyone may obtain copies by contacting the Regional Board staff listed below.)

All monitoring reports should be sent to the Regional Board, Attention: Information Technology Unit. Please reference all technical and monitoring reports to our Compliance File No. CI 8799. We would appreciate it if you would not combine other reports, such as progress or technical, with your monitoring reports but would submit each type of report as a separate document.

If you have any questions or need additional information, please call Dr. Wen Yang at (213) 620-2253.

Sincerely yours,

RODNEY H. NELSON
Senior Engineering Geologist
Landfills Unit

Enclosure

cc: See Mailing List

California Environmental Protection Agency



Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.

Frank Keohane
United Rock Products

- 2 -

August 11, 2004

Mailing List

Joe Mello, Land Disposal Program, State Water Resource Control Board
Michael Lauffer, Office of Chief Counsel, State Water Resources Control Board
Robert Sams, Office of Chief Counsel, State Water Resources Control Board
Pete Oda, Los Angeles County, DHS
Kwok Tam, City of Irwindale
Carol Williams, Main San Gabriel Basin Watermaster
Stephen Johnson, Stetson Engineers, Inc.
G. Thomas Davis, Justice & Associates

California Environmental Protection Agency



Recycled Paper

Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.

STATE OF CALIFORNIA
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LOS ANGELES REGION

ORDER NO. R4-2004-0118

WASTE DISCHARGE REQUIREMENTS
For
UNITED ROCK PRODUCTS CORPORATION
Pit No. 2 Mine Reclamation
(File No. 04-002)

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board), finds:

1. United Rock Products (URP) Corporation (Discharger) owns and operates the URP Pit No. 2 (the site), a construction aggregate mining pit at 1245 E. Arrow Highway, Irwindale, California. The site is bounded on the north by the Buena Vista Channel, on the south by Arrow Highway and on the east by Buena Vista Street (Figure 1). The center of the site is located at approximately 34°06'56"N and 117°59'23"W.
2. The Discharger also operates two similar aggregate mining pits (URP Pit No. 1 and URP Pit No. 3) and a rock plant (Rock Plant) in the vicinity of Pit No. 2 (Figure 2). Pit No. 1 is currently operated as an inert landfill as regulated by waste discharge requirements (WDRs) contained in Board Order No. 01-179 that was adopted on December 13, 2001. Pit No. 3 has been permitted as an inert landfill since 1973 by the Regional Board. The most recent WDRs for Pit No. 3 (Order No. 01-131) were adopted by this Regional Board on September 19, 2001. However, no wastes have been discharged at Pit No. 3 since 1988, except for native geological materials (clean aggregate mining waste). The Rock Plant has been utilized to process and stockpile materials extracted from the three pits.
3. The URP Pit No. 2 includes approximately 134 acres of land and has been mined for sand and gravel by the Discharger and its predecessors since the early 1900s. As permitted by the City of Irwindale, the site has been, and will continue to be, mined below the groundwater table. Currently, the site is being mined using a floating dredge. The extracted sand and gravel are processed in the Rock Plant. Non-saleable processed materials from the Rock Plant have been backfilled to Pit No. 1 and Pit No. 3.
4. On December 19, 2003, the Discharger, through its consultant, Justice and Associates, filed a Report of Waste Discharge (ROWD) in accordance with the California Water Code (CWC) and applied for WDRs for the discharge of non-saleable mine materials back to Pit No. 2. As required by Regional Board staff, Justice and Associates submitted additional documents for the ROWD on December 31, 2003 and January 7, 2004.
5. The proposed discharge methods include backfilling the waste material from the Rock Plant to Pit No. 2 by means of sluicing and trucking. The sluicing process involves mixing the waste materials (primarily clay and silt) with groundwater that has been used in the mining

June 11, 2004

process and pumping the mixture to various locations at the pit. Water is used in the mining process to wash fine material (clay and silt) off the coarse material (gravel and sand). No chemicals are added in either the mining or the sluicing processes. The quantity of solid material that will be sluiced is approximately 5,000 to 7,500 tons per month.

6. The quality of the groundwater at the site, as shown by the analytical results of five samples taken from groundwater well IRW-1 at the Rock Plant in 2003 is as follow:

| <u>Parameter</u> | <u>Units</u> | <u>Average concentration *</u> |
|------------------------|--------------|--------------------------------|
| Total dissolved solids | mg/L | 159 |
| Sulfate | mg/L | 17.8 |
| Chloride | mg/L | 16.6 |
| Boron | mg/L | 0.131 |
| pH | pH unit | 7.56 |
| Volatile Organics | ug/L | Not Detected |

* Based on five sample taken at groundwater well No. IRW-1 on February 28, March 12, May 29, August 14, and December 1, 2003.

7. The quality of the water that will be used in the sluicing process (local groundwater used in the mining process), is as follow:

| <u>Parameter</u> | <u>Units</u> | <u>Average concentration *</u> |
|------------------------|--------------|--------------------------------|
| Total dissolved solids | mg/L | 228 |
| Sulfate | mg/L | 25 |
| Chloride | mg/L | 6.5 |
| Boron | mg/L | <0.25 |
| pH | pH unit | 8.0 |
| Pesticides and PCBs | ug/L | Not Detected |

* Based on three sample taken on February 7, 8, and 11, 2002.

8. The site is subject to reclamation as required by the State Surface Mining and Reclamation Act of 1975 (SMARA) (Public Resources Code § 2710 et seq.) and the City of Irwindale's Surface Mining Ordinance. On February 15, 1996, the City of Irwindale approved a reclamation plan, dated January 23, 1996, for the site. The reclamation plan states that "The site will be backfilled, if required by law, to a minimum elevation of 331 feet above mean sea level, which is ten feet above the historic high groundwater elevation of 321 feet."
9. The City of Irwindale is currently in the process of amending the reclamation plan for Pit No. 2 that, if approved, will allow URP to mine the pit to a maximum depth of 410 feet below ground surface (The maximum depth that may be mined under the current reclamation plan is 275 feet below ground surface). The proposed amended Reclamation Plan for Pit No. 2 (dated June 2004) states that "The easterly one-third of the Quarry will be backfilled to street level,

the westerly one-third will be filled the ten feet above the historic high water elevation (approximately 75 feet below street grade), and the remaining one-third will be filled to approximately 37 feet below street level." The reclaimed land use of the site will be "mixed-use industrial and commercial".

10. Section 20230(a) of title 27, California Code of Regulations (27 CCR), provides that "*Inert waste is that subset of solid waste that does not contain hazardous waste or soluble pollutants at concentrations in excess of applicable water quality objectives, and does not contain significant quantities of decomposable waste.*"
11. Section 13050(q)(1) of CWC provides that, in part, "*'Mining waste' means all solid, semisolid, and liquid waste materials from the extraction, beneficiation, and processing of ores and minerals.*"
12. Section 20230(c) of 27 CCR provides that the Regional Board "can prescribe individual or general WDRs for discharges of inert wastes."
13. The site is located approximately one-half mile to the west of the Santa Fe Dam and the San Gabriel River channel. The area behind the dam and the unlined river channel are used for spreading groundwater for recharge purposes.
14. The site overlies a major drinking water aquifer in the Main San Gabriel Basin in the Los Angeles-San Gabriel Hydrologic Area. Aquifers within the basin are comprised primarily of coarse sand and gravel. Recent groundwater level at the site varies between 200 to 240 feet above mean sea level (amsl), depending on the season of the year and the nearby groundwater recharge activities. The direction of groundwater flow at the site is generally to the southwest and south and groundwater flow velocities have been measured at 6.82 to 7.20 feet/day at the vicinity of the site.
15. Pursuant to section 402 (p) of the Clean Water Act (33 USC §1342(p)) and title 40 of the Code of Federal Regulations (40 CFR) parts 122, 123, and 124, the California State Water Resources Control Board (State Board) adopted a National Pollutant Discharge Elimination System (NPDES) General Permit to regulate storm water discharges associated with industrial activities in California (State Board Order 97-03-DWQ). Storm water runoff from the Rock Plant and the three aggregate mining pits of URP is currently regulated under the general NPDES permit (WDID No. 4 19S000779, enrolled on March 20, 1992). URP is implementing a Storm Water Pollution Prevention Plan (SWPPP) at the site as required by the general NPDES permit.
16. On June 13, 1994, this Regional Board adopted a revised *Water Quality Control Plan for the Coastal Watersheds of Los Angeles and Ventura Counties* (Basin Plan). The Basin Plan (including its subsequent amendments) designates the following beneficial uses for groundwater within the Main San Gabriel Basin: municipal and domestic supply, agricultural supply, industrial process supply, and industrial service supply. The requirements in this Order, as they are met, are in conformance with the goals of the Basin Plan.

17. On July 7, 1994, the City of Irwindale certified a Final Environmental Impact Report (SCH No. 93041040) by adopting Resolution No. 247(94) for the mining and reclamation of the site under the California Environmental Quality Act (Public Resource Code, § 21000 et seq.).

The Regional Board has notified the Discharger and interested agencies and persons of its intent to adopt WDRs for this disposal of waste to land and discharge, and has provided interested persons with an opportunity to submit their written views and recommendations.

The Regional Board, in a public meeting, heard and considered all comments pertaining to the discharge and to the tentative requirements.

Pursuant to section 13320 of CWC, any aggrieved party may seek review of this Order by filing a petition with the State Board. The petition must be received by the State Water Resources Control Board, P.O. Box 100, Sacramento, CA 95812, within 30 days of the date this Order is adopted.

IT IS HEREBY ORDERED, that URP (Discharger) shall comply with the following at URP Pit No. 2 and the Rock Plant:

A. Discharge Specifications

1. Wastes disposed at URP Pit No. 2 shall be limited to inert mining wastes (native geological materials) generated by URP's aggregate mining activities at or in the vicinity of the site. The wastes may either be sluiced or trucked to the site.
2. The water used in the sluicing process must be local groundwater that has been used in the mining process. No chemicals or any other additives shall be added to the waste or the sluicing water.
3. The water used in the sluicing process shall not contain any pollutants in concentrations exceeding the Maximum Contaminant Levels (MCLs) adopted by the California Department of Health Services pursuant to the California Safe Drinking Water Act.
4. The Discharger shall remove and relocate to a legal point of disposal any wastes that are discharged in violation of these requirements. For the purpose of these requirements, a legal point of disposal is defined as one for which WDRs have been established by a California regional water quality control board, and is in full compliance therewith. In the event that the Discharger opts for a legal point of disposal outside the State of California, the legal point of disposal means a facility that is lawfully permitted under applicable state and federal laws to receive the type of waste improperly disposed of at the site.
5. The Discharger shall continue implementing the SWPPP and Storm Water Monitoring Program as required by the General NPDES Storm Water Permit at the site, including all good housekeeping and other best management practices (BMPs).

B. Prohibitions:

1. No hazardous wastes, designated wastes, or non-hazardous solid wastes (decomposable organic refuse such as, but not necessarily limited to, ordinary household and commercial refuse, tin cans, metals, paper and paper products, plasterboard, cloth and clothing, wood and wood products, lawn clippings, sod, shrubbery, hair, hide, bones, dead animals, roofing paper, tar paper, unquenched ashes mixed with refuse, market refuse, garbage, etc.) shall be deposited at this site.
2. No materials of a toxic nature such as insecticides, poisons, or radioactive materials, shall be deposited at this site.
3. No asbestos or asbestos products shall be deposited at this site.
4. Wastes deposited at this site shall be confined thereto, and shall not be permitted to enter drainage ditches or watercourses.
5. Erosion of deposited materials by surface flow shall be prevented.
6. Neither the discharge nor any treatment of wastes shall cause pollution or nuisance.

C. Water Quality Protection Standards and Discharge Limits

1. In accordance with section 20390 of 27 CCR, the following groundwater quality protection standards are established for this facility:

| <u>Parameter</u> | <u>Units</u> | <u>Water Quality Protection Standard*</u> |
|------------------------|--------------|---|
| Total dissolved solids | mg/L | 450 |
| Sulfate | mg/L | 100 |
| Chloride | mg/L | 100 |
| Boron | mg/L | 0.5 |

* Based on the water quality objectives for the western area of the Main San Gabriel Basin contained in the Basin Plan.

2. Groundwater protection standards for other inorganic and organic pollutants are set to the MCLs adopted by the California Department of Health Services pursuant to the California Safe Drinking Water Act.

Water quality protection standards may be modified by the Regional Board based on more recent and/or more complete groundwater monitoring data, changes in background water quality, or for any other valid reason.

D. Provisions

1. The Discharger shall implement the attached Monitoring and Report Program No. CI 8799 (M&RP), which is incorporated herein by reference and revisions thereto, in order to detect, at the earliest opportunity, any unauthorized discharge of waste constituents or any unreasonable impairment of beneficial uses associated with (or caused by) discharges of waste at the site.
2. At any time, the Discharger may file a written request, including appropriate supporting documents, with the Regional Board Executive Office (Executive Officer), proposing modifications to the M&RP. The Discharger shall implement any changes in the revised M&RP approved by the Executive Officer upon receipt of a signed copy of the revised M&RP.
3. Unless otherwise approved by the Executive Officer, all analyses shall be conducted at a laboratory certified for such analyses by the State Department of Health Services. All analyses shall be conducted in accordance with the latest edition of "*Test Methods for Evaluating Physical/Chemical Methods*" (SW-846) promulgated by the United States Environmental Protection Agency.
4. The Discharger shall furnish, under penalty of perjury, technical or monitoring program reports in accordance with CWC section 13267. Failure or refusal to furnish these reports or falsifying any information provided therein renders the Discharger guilty of a misdemeanor and subject to the penalties stated in CWC section 13268. Monitoring reports shall be submitted in accordance with the specifications contained in the M&RP, as directed by the Executive Officer. Additionally, monitoring reports shall be prepared and signed by a registered civil engineer or registered geologist. The M&RP is subject to periodic revisions as warranted and approved by the Executive Officer.
5. The Discharger shall develop a workplan acceptable to the Executive Officer that describes the locations and construction details of a groundwater (including exposed groundwater in Pit No. 2) monitoring network that will adequately detect any release to groundwater from this disposal site within ninety (90) days after adoption of this Order, and must include the following:
 - a. A map depicting the locations of the ground water monitoring wells and a rationale for their number and spatial distribution.
 - b. Drawings and data depicting construction details of the proposed ground water monitoring network. These must include:
 - casing, borehole diameters and method of drilling;
 - casing materials to be used;
 - depth of each hole;
 - size, length, and position of screen;
 - nature and emplacement of filter pack and rationale for them;

- depth, composition, and emplacement of seals; and
- method and timetable for well development.

The groundwater monitoring network required by this Order may share monitoring facilities, such as monitoring wells with those that have been established under the WDRs for Pits No. 1 and No. 3.

6. The Discharger shall use the statistical procedures contained in 27 CCR section 20415(e)(7), to determine if there is a statistically significant increase for any background indicator parameter. Upon approval of the Executive Officer, alternative statistical procedures may be used.
7. In the event that a statistically significant increase is observed for any background indicator parameter, the Discharger shall establish an evaluation program in accordance with 27 CCR section 20425, unless such a program has already been submitted.
8. If evaluation monitoring determines that there is a statistically significant increase of any background indicator parameter that is resulted by the discharge of waste at the site, then the Discharger shall institute a corrective action monitoring program in accordance with 27 CCR section 20430.
9. The Discharger shall maintain copies of this Order at the site so as to be available at all times to personnel operating the site.
10. The Discharger shall file with this Regional Board a report of any material change or proposed change in the character, location, boundaries or quantity of this waste discharge at least 120 days prior to the date of such proposed change.
11. Within thirty (30) days of any change in name of operator or in control or ownership of land or waste disposal facilities owned or controlled by the Discharger, the Discharger shall:
 - a. Notify this Regional Board in writing of such a change; and
 - b. Notify the succeeding owner or operator by letter, a copy of which shall be filed with this Regional Board, of the existence of this Order.
12. Ninety (90) days prior to cessation of disposal operations at this site, the Discharger shall submit a technical report to the Regional Board describing the methods and controls to be used to assure protection of the quality of receiving waters during final operations and with any proposed subsequent use of the land. Such methods and controls shall comply with the foregoing technical report and the WDRs. The report shall be prepared under the direct supervision of a California registered geologist or engineer, or a California-certified engineering geologist.

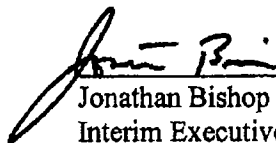
13. This Regional Board considers the Discharger to have continuing responsibility for correcting any problems which may arise in the future as a result of this waste discharge or water applied to this site during subsequent use of the land for other purposes.
14. These requirements do not exempt the Discharger from compliance with any other laws, regulations, or ordinances which may be applicable; they do not legalize this waste disposal facility, and they leave unaffected any further restraint on the disposal of wastes at this site which may be contained in other statutes or required by other agencies.
15. In accordance with CWC section 13263(g), these requirements shall not create a vested right to continue to discharge and are subject to rescission or modification. All discharges of waste into the waters of the State are privileges, not rights.
16. The Discharger shall comply with all conditions of this Order and any additional conditions prescribed by the Regional Board in addenda thereto. Noncompliance with this Order constitutes a violation of the CWC and is grounds for:
 - a. enforcement action;
 - b. termination, revocation and re-issuance, or modification of this Order;
 - c. denial of a ROWD in application for new or revised WDRs; or
 - d. any combination of the foregoing.
18. Failure to comply with the terms and conditions of this Order may result in imposition of civil liability against the Discharger by this Regional Board, either by the Board or judicially by the Superior Court, in accordance with CWC section 13350 et. seq. and/or referral to the Attorney General of the State of California for such legal action as may be deemed appropriate.
19. This Order includes the attached "Standard Provisions Applicable to Waste Discharge Requirements" (Attachment "W"), which is incorporated herein by references. If there is any conflict between provisions stated hereinbefore and the attached "Standard Provisions Applicable to Waste Discharge Requirements", those provisions attached hereinbefore prevail.
20. In accordance with CWC section 13263, these requirements are subject to periodic review and revision by this Regional Board.
21. The filing of a request by the Discharger for the modification, revocation and re-issuance, or termination of this Order or notification of planned changes or anticipated noncompliance does not stay any condition of this Order.
22. The provisions of this Order are severable, and if any provision of this Order, or the application of any provision of this Order to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Order, shall not be affected thereby.

United Rock Products, Pit No. 2
File No. 04-002

Order No. R4-2004-0118

23. This Order becomes effective on the date of adoption by this Regional Board.

I, Jonathan Bishop, Interim Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of an order adopted by the California Regional Water Quality Control Board, Los Angeles Region on August 5, 2004.


Jonathan Bishop
Interim Executive Officer

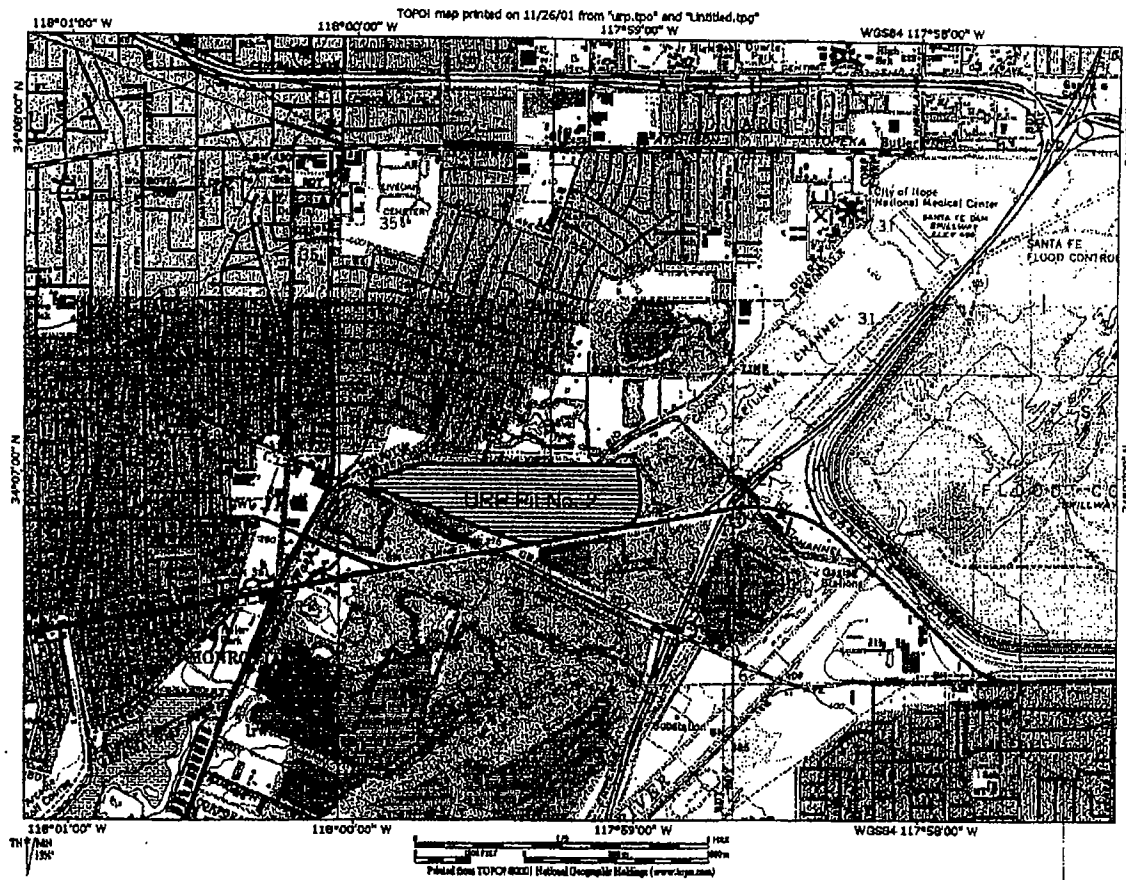
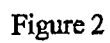


Figure 1



**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LOS ANGELES REGION**

MONITORING AND REPORTING PROGRAM NO. CI 8799

for

UNITED ROCK PRODUCTS CORPORATION

Pit No. 2 Mine Reclamation

(Order No. R4-2004-0118)

(File No. 04-002)

United Rock Products (URP) Corporation (Discharger) shall implement this Monitoring and Reporting Program (M&RP) beginning the effective date Board Order No. R4-2004-0118. The first monitoring report under this program is due by October 15, 2004.

I. Reporting

- A. Monitoring reports shall be submitted by the dates in the following schedule:

| <u>Reporting Period</u> | <u>Report Due</u> |
|-------------------------|-------------------|
| January - March | April 15 |
| April - June | July 15 |
| July - September | October 15 |
| October - December | January 15 |

The quarterly reports shall include both groundwater monitoring data as required in Section II and the waste disposal information as required in Section III of this M&RP. The October-December report shall include a summary of the data obtained during the year.

- B. A transmittal letter transmitting the essential points of the report shall accompany each report. Such a letter shall include a discussion of any violations found since the last such report was submitted, and shall describe actions taken or planned for correcting those violations. If the Discharger has previously submitted a detailed time schedule for correcting said violations, a reference to the correspondence transmitting such schedule will be satisfactory. If no violations have occurred since the last submittal, this shall be stated in the transmittal letter. Monitoring reports and the letter transmitting the monitoring reports shall be signed by a principal executive officer at the level of vice president or above, or by his/her duly authorized representative, if such a representative is responsible for the overall operation of the facility from which the discharge originates. The letter shall contain a statement by the official, under penalty of perjury, that to the best of the signer's knowledge the report is true, complete, and correct.
- C. The Discharger shall arrange the data in tabular form so that the specified information is readily discernible. The data shall be summarized in such a manner as to clearly illustrate whether the facility is operating in compliance with waste discharge requirements.

July 11, 2004

- D. In the event that hazardous or other unacceptable wastes are detected, the Regional Board shall be notified by telephone or facsimile within 24 hours and by writing within 7 days. The type, source, and final disposition of those wastes shall also be reported.
- E. The Regional Board is developing a database management system that, when it becomes fully operational, may require the Discharger to submit the monitoring reports electronically.
- F. If the Discharger performs analyses for any parameter more frequently than required by this M&RP, using approved analytical methods, the results shall be included in the monitoring report.
- G. The Discharger may submit additional data to the Regional Board that are not required by this M&RP in order to simplify reporting to other agencies.
- H. The Discharger shall retain records of all monitoring information, including all calibration and maintenance records regarding monitoring instrumentation, and copies of all data submitted to regulatory agencies, for a period of at least five years. This period may be extended by request of the Regional Board at any time, and shall be extended during the course of any unresolved litigation regarding all or any part of the entire disposal site.
- I. Each report submitted to the Regional Board shall contain the following statement:

"I declare under the penalty of law that I have personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations."
- J. A duly authorized representative of the Discharger may sign the documents if:
 - a. The authorization is made in writing by the person described above;
 - b. The authorization specified an individual or person having responsibility for the overall operation of the regulated disposal system; and
 - c. The written authorization is submitted to the Executive Officer.
- K. All reports required in this M&RP shall be addressed to:

California Regional Water Quality Control Board
Los Angeles Region
320 W. 4th Street, Suite 200
Los Angeles, California 90013
ATTN: Information Technology Unit

The reporting period and the compliance file number (CI 8799) must be clearly displayed on the title page to facilitate routing to the appropriate staff and file.

II. Water Quality Monitoring

- A. Groundwater monitoring points for URP Pit No. 2 shall include IRW-1 at the Rock Plant (as background monitoring point), at least one (1) sample of exposed groundwater from Pit No. 2, and all groundwater monitoring points under the workplan that is required in Provision No. D.5. of Order No. R4-2004-0118.
- B. All groundwater monitoring stations must be sampled quarterly during the first year of monitoring and semi-annually thereafter.
- C. In addition to groundwater monitoring, the Discharger must also analyzed the sluicing water on a quarterly basis.
- D. All water samples shall be analyzed for the following constituents:

| <u>Parameter</u> | <u>Units</u> |
|--|--------------|
| pH | pH units |
| Electrical conductivity | umhos/cm |
| Alkalinity | mg/l |
| Bicarbonate (as HCO ₃) | mg/l |
| Carbonate (as CO ₃) | mg/l |
| Carbon dioxide | mg/l |
| Chemical oxygen demand | mg/l |
| Total hardness (as CaCO ₃) | mg/l |
| Total dissolved solids | mg/l |
| Nitrates | mg/l |
| Chloride | mg/l |
| Sulfate | mg/l |
| Boron | mg/l |
| Total dissolved cadmium | µg/l |
| Total dissolved chromium | µg/l |
| Total dissolved lead | µg/l |
| Total dissolved nickel | µg/l |
| Benzene | µg/l |
| Toluene | µg/l |
| Ethylbenzene | µg/l |
| Xylenes | µg/l |
| PCE (perchloroethylene) | µg/l |
| TCE (trichloroethylene) | µg/l |
| MTBE(Methyl t-butyl ether) | µg/l |
| Vinyl chloride | µg/l |
| Diesel | µg/l |

In addition, the first water sample of each monitoring point under this M&RP shall include determinations for all U.S. EPA Appendix I and II Constituents (Attachment 1).

- E. Quarterly sampling shall be performed during the months of January, April, July, and October. Semi-annual sampling shall be performed during the months of April and October. In the event sampling is not performed as above because of unforeseen circumstances, substitute sampling shall be performed as soon as possible after these times, and the reason for the delay shall also be given.
- F. The groundwater-monitoring program, once started, is to be continued even during periods when no wastes are deposited at the site, and throughout the active life of the disposal site.
- G. All chemical, bacteriological, and toxicity analyses shall be conducted at a laboratory certified for such analyses by the State Department of Health Services Environmental Laboratory Accreditation Program, or approved by the Executive Officer. Laboratory analyses must follow methods approved by the United States Environmental Protection Agency (EPA), and the laboratory must meet EPA Quality Assurance/Quality Control criteria.
- H. For any analyses performed for which no procedure is specified in the EPA guidelines, or in this Order, the constituent or parameter analyzed, and the method or procedure used, must be specified in the report.
- I. Analytical data reported as "less than" shall be reported as less than a numeric value, or below the limit of detection, for that particular analytical method.
- J. All analytical samples obtained for this MRP shall be grab samples.
- K. The monitoring report must also include the following:
 - 1. Sampling protocol and analytical methods used;
 - 2. If any required samples were omitted during the reporting period, a statement to that effect shall be made and reasons given for any omission;
 - 3. Groundwater elevations measured to the nearest 0.01 foot relative to mean sea level. The velocity and direction of ground water flow under the disposal site shall be determined after each monitoring event and reported;
 - 4. For any monitored waste parameter which is listed as such by the EPA or by the State of California, the discharger shall compare such data to the most stringent allowable concentrations under all existing Federal and State regulations;
 - 5. An evaluation of the results of the testing signed by a California registered geologist or professional engineer.

III. Waste Disposal Reporting

- A. The first report to the Regional Board shall include a map of the site indicating the areas that are currently being filled.

- B. A report containing the following information shall be filed with this Regional Board for each calendar quarter:
1. A tabular list of the estimated average monthly quantities (in cubic yards) of materials deposited each month and the methods of disposal (i.e., by sluicing or trucking).
 2. The areas of the site where wastes were deposited. If a new area has been started, submit another map of the site and indicate the new areas being filled and any recently completed areas.
 3. An estimate of the remaining life of the site in years and months.
 4. A certification that all wastes deposited were in compliance with the Regional Board's requirements and that no wastes have been deposited outside of the boundaries of the site as specified in the Regional Board's requirements.
 5. If purged groundwater from the monitoring wells is used at the site, the total volume, and areas of usage shall also be reported.

Ordered by: 
Jonathan Bishop, Interim Executive Officer

Date: August 5, 2004

Table II - List of Inorganic Persistent and Bioaccumulative Toxic Substances and Their Soluble Threshold Limit Concentration:

(STLC) and Total Threshold Limit Concentration (TTL) Values.

| Substance ^{a,b} | STLC mg/l | TTL Wet-Weight mg/kg |
|---|----------------|----------------------------|
| Antimony and/or antimony compounds | 15 | 500 |
| Arsenic and/or arsenic compounds | 5.0 | 500 |
| Asbestos | | 1.0 (as percent) |
| Barium and/or barium compounds (excluding barite) | 100 | 10,000 ^c |
| Beryllium and/or beryllium compounds | 0.75 | 75 |
| Cadmium and/or cadmium compounds | 1.0 | 100 |
| Chromium (VI) compounds | 5 | 500 |
| Chromium and/or chromium (III) compounds | 5 ^d | 2,500 |
| Cobalt and/or cobalt compounds | 80 | 8,000 |
| Copper and/or copper compounds | 25 | 2,500 |
| Fluoride salts | 180 | 18,000 |
| Lead and/or lead compounds | 5.0 | 1,000 |
| Mercury and/or mercury compounds | 0.2 | 20 |
| Molybdenum and/or molybdenum compounds | 350 | 3,500 ^e |
| Nickel and/or nickel compounds | 20 | 2,000 |
| Selenium and/or selenium compounds | 1.0 | 100 |
| Silver and/or silver compounds | 5 | 500 |
| Thallium and/or thallium compounds | 7.0 | 700 |
| Vanadium and/or vanadium compounds | 24 | 2,400 |
| Zinc and/or zinc compounds | 250 | 5,000 |

^aSTLC and TTL values are calculated on the concentrations of the elements, not the compounds.^bIn the case of asbestos and elemental metals, the specified concentration limits apply only if the substances are in a friable, powdered or finely divided state. Asbestos includes chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite.^cExcluding barium sulfate.^dIf the soluble chromium, as determined by the TCLP set forth in Appendix I of chapter 18 of this division, is less than 5 mg/l, and the soluble chromium, as determined by the procedures set forth in Appendix II of chapter 11, equals or exceeds 560 mg/l and the waste is not otherwise identified as a RCRA hazardous waste pursuant to section 66261.100, then the waste is a non-RCRA hazardous waste.^eExcluding molybdenum disulfide.

Table III - List of Organic Persistent and Bioaccumulative Toxic Substances and Their Soluble Threshold Limit Concentration (STLC) and Total Threshold Limit Concentration (TTL) Values:



| Substance | STLC mg/l | TTL Wet Weight mg/kg |
|--------------------------------------|--------------|-------------------------|
| Aldrin | 0.14 | 1.4 |
| Chlordane | 0.25 | 2.5 |
| DDT, DDE, DDD | 0.1 | 1.0 |
| 2,4-Dichlorophenoxyacetic acid | 10 | 100 |
| Dieldrin | 0.8 | 8.0 |
| Dioxin (2,3,7,8-TCDD) | 0.001 | 0.01 |
| Endrin | 0.02 | 0.2 |
| Heptachlor | 0.47 | 4.7 |
| Kepone | 2.1 | 21 |
| Lead compounds, organic | -- | 13 |
| Lindane | 0.4 | 4.0 |
| Methoxychlor | 10 | 100 |
| Mirex | 2.1 | 21 |
| Pentachlorophenol | 1.7 | 17 |
| Polychlorinated biphenyls (PCBs) | 5.0 | 50 |
| Toxaphene | 0.5 | 5 |
| Trichloroethylene | 204 | 2,040 |
| 2,4,5-Trichlorophenoxypropionic acid | 1.0 | 10 |